

# BAIS RUCHEL D'SATMAR

בנשיאות כ"ק מרן אדמו"ר שליט"א



ישיבה תורה ויראה  
ובית רחל דרבינו יואל  
מסאטמאר

נתייסדה ע"י כ"ק מרן אדמו"ר הקדוש"ט זי"ע

April 8, 2018

To: Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, DC 20554

Subject: Appeal of USAC Funding Decision - Docket 02-6  
Request for Review

From: Bais Ruchel D'Satmar  
BEN # 16044499  
info@centraluta.com  
718-797-7888

We would like to appeal the decision by USAC to deny funding for FRN 1799089589 of form 471 # 171039781, FRN 1799089687 of form 471 # 171039924.

These FRNs were originally denied on 10/12/2017 for the following reasons:

*FRN 1799089589 - DR1: This FRN is denied because the funding request is duplicative of a current year's FRN. Program rules prohibit USAC from funding the same products and services to the same location in the same funding year.*

*FRN 1799089687 – DR1: Applicant has not provided sufficient documentation needed to determine the eligibility of the following item(s): vendor documentation.;*

We appealed this decision with USAC, FRN 1799089687 we included vendor documentation that showed this FRN is for dedicated Internet access for entity 16044499, FRN 1799089589 we included vendor documentation and a spreadsheet that demonstrated this FRN is not providing duplicated services as FRN 1799089589 is providing Point-to-point services (Transport only, not internet access) among these locations: 16044496, 16035574, 16044499, and 16044493, however the above mentioned FRNs were denied on appeal. The reason given was, FRN 1799089687 *"Your appeal is denied. USAC denied your funding request for failure to provide vendor documentation in support of the FRN. You*

*failed to provide vendor documentation that supports the location and narrative of services being requested. On appeal, you did not demonstrate that USAC's decision was incorrect. Consequently, your appeal is denied", FRN 1799089689 Your appeal is denied. USAC denied your funding request because it was determined that the services in your funding request are duplicate of another current year's FRN. You failed to provide a sufficient explanation for the functionality of these services to determine whether or not they are duplicative services. On appeal, you did not demonstrate that USAC's decision was incorrect. Consequently, your appeal is denied.*

We are appealing this decision to the FCC because on our appeal to USAC we clearly demonstrated that none of the FRNs are duplicates. (After we sent our appeal to USAC, we did not receive any further requests from USAC.) We included a spreadsheet and included vendor proposals that clearly demonstrated that there are no duplicates in any of the FRNs. Specifically, FRN 1799089687 is for high-speed dedicated internet access for entity 16044499 and FRN 1799089589 is providing Point-to-point services (Transport only, not internet access) among these locations: 16044496, 16035574, 16044499, and 16044493.

**Thanks for your consideration.**

Thank you  
**Berish Ekstein**  
**Office Manager**

FRN 1799089501 - MR1: *The FRN was modified from \$3,500 per month to \$2,500 per month to agree with the applicant documentation.*

**We are appealing this decision as the vendor proposal that we had previously submitted does support the amount we requested. The vendor proposal is included.**

Thank you  
**Berish Ekstein**  
**Office Manager**

<u>FRN</u>	<u>471</u>	<u>Mon Pre-Discount</u>	<u>Orig Request</u>	<u>Orig FRN Service Type</u>	<u>Service Type</u>	<u>Service BEN/Location</u>
1799089263	171039781	\$2,500.00	\$27,000.00	Data Transmission and/or Internet Access	Dedicated Internet	16035574
1799089388	171039781	\$2,500.00	\$27,000.00	Data Transmission and/or Internet Access	Dedicated Internet	16044493
1799089501	171039781	\$3,500.00	\$37,800.00	Data Transmission and/or Internet Access	100mg Dedicated Internet	16044496
1799089589	171039781	\$7,500.00	\$81,000.00	Data Transmission and/or Internet Access	Point-to-Point	16044496, 16035574, 16044499 and 16044493
1799089641	171039924	\$3,525.00	\$38,070.00	Data Transmission and/or Internet Access	3 - 20mg Dedicated Internet	16066699, 16059581 and 16063447
1799089687	171039924	\$2,500.00	\$27,000.00	Data Transmission and/or Internet Access	Dedicated Internet	16044499



Technology Solutions, Inc.

FRN 1799089687

112 Spring St. Monroe, NY 10950 | P: 845-637-3721 | F: 845-637-3722 | E: Yocheved@aaatechsolutions.com

## ANNUAL CONTRACT

SPIN 143037482

CUST. ID AAA401

BEN 16044499

Date 4/1/2017

### BILL TO:

Bais Ruchel D'Satmar  
76 Rutledge Street 1st Floor  
Brooklyn, NY 11211

### SHIP TO:

BEN # 16044499  
Bais Ruchel D'Satmar  
762 Wythe Street  
Brooklyn, NY 11211

QTY.	DESCRIPTION	Unit Price	Extended Pre-discount Cost	
			Recurring	Non-Recurring
1	Fiber Internet	\$2,500.00	\$2,500.00	
Total Monthly Recurring Charges			\$2,500.00	
Total Non-Recurring Charges				\$0.00
Total Annual Charges			\$30,000.00	

The undersigned warrants that he/she represents the Company listed above; that he/she can and does bind the Company to this contract; that he/she read and understood the letter of Agency below. By signing this Agreement, Company hereby authorizes AAA Technology Solutions, Inc. to provide the Services listed herein and on any/all attachments. The Agreement shall be effective on the date of the signature below. The Company acknowledges that it is responsible for all charges, taxes and fees on its billing statement and as assessed under the Terms of Service and agrees that AAA Technology Solutions, Inc. and its affiliates are not liable in anyway for erroneous billing statements, incorrect charges to the undersigned credit card or incorrect debits to the undersigned's debit card or bank account. All bills are due and payable upon receipt. AAA Technology Solutions, Inc. shall under no circumstances be liable to the Customer for any indirect, special, incidental, consequential or exemplary damages, including, but not limited to, damages for loss of revenue, loss of profits, or loss of customers, clients or goodwill arising in any way from this agreement and/or the performance or nonperformance herewith. Customer acknowledges that the Terms of Service are subject to change, and that revisions to any other terms and conditions shall be effective on the date noted. Customer accepts and agrees to abide by the revisions.

APPROVED BY:

DATE:

PRINT:



Technology Solutions, Inc.

FRN 1799089589

112 Spring St. Monroe, NY 10950 | P: 845-637-3721 | F: 845-637-3722 | E: Yocheved@aaatechsolutions.com

## ANNUAL CONTRACT

SPIN 143037482

CUST. ID AAA401

BEN 16064499

Date 4/1/2017

### BILL TO:

Bais Ruchel D'Satmar  
76 Rutledge Street 1st Floor  
Brooklyn, NY 11211

### SHIP TO:

BEN'S 16044496, 16035574, 16044499, 16044493  
Bais Ruchel D'Satmar

QTY.	DESCRIPTION	Unit Price	Extended Pre-discount Cost	
			Recurring	Non-Recurring
3	Point To Point	\$2,500.00	\$7,500.00	
Total Monthly Recurring Charges			\$7,500.00	
Total Non-Recurring Charges				\$0.00
Total Annual Charges			\$90,000.00	

The undersigned warrants that he/she represents the Company listed above; that he/she can and does bind the Company to this contract; that he/she read and understood the letter of Agency below. By signing this Agreement, Company hereby authorizes AAA Technology Solutions, Inc. to provide the Services listed herein and on any/all attachments. The Agreement shall be effective on the date of the signature below. The Company acknowledges that it is responsible for all charges, taxes and fees on its billing statement and as assessed under the Terms of Service and agrees that AAA Technology Solutions, Inc. and its affiliates are not liable in anyway for erroneous billing statements, incorrect charges to the undersigned credit card or incorrect debits to the undersigned's debit card or bank account. All bills are due and payable upon receipt. AAA Technology Solutions, Inc. shall under no circumstances be liable to the Customer for any indirect, special, incidental, consequential or exemplary damages, including, but not limited to, damages for loss of revenue, loss of profits, or loss of customers, clients or goodwill arising in any way from this agreement and/or the performance or nonperformance herewith. Customer acknowledges that the Terms of Service are subject to change, and that revisions to any other terms and conditions shall be effective on the date noted. Customer accepts and agrees to abide by the revisions.

APPROVED BY:

DATE:

PRINT: